



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 05, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**FIVE-YEAR LEASE AND SUBLEASE OF TELECOMMUNICATION SITE
TEJON PEAK - GORMAN
INTERNAL SERVICES DEPARTMENT
(FIFTH DISTRICT)
(3 VOTES)**

SUBJECT

Approval of a new five-year lease for continued occupancy of the Tejon Peak Communication Site by the Internal Services Department, as well as a new five-year sublease to Southern California Edison Company.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that both the new lease and sublease are categorically exempt from the provisions of the California Environmental Quality Act, pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
2. Approve and instruct the Chairman to sign the five-year lease with Ralphs Trust (Lessor) for the continued occupancy of Tejon Peak, Gorman, by the Internal Services Department at a maximum first year cost of \$18,720. The entire rental cost is 100 percent net County cost and will be subject to the Communication Site Utilization Program cost recovery pool.
3. Approve and instruct the Chairman to sign the five-year sublease with Southern California Edison Company (Sublessee) for the continued joint-use of Tejon Peak, Gorman, with annual revenue of \$11,500, with \$5,750 (50 percent of the annual revenue), payable to Lessor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommendation is to provide the Internal Services Department (ISD) with continued use of the telecommunication site, which is an integral part of the Countywide public safety and emergency response communications. The current lease expired on April 19, 2014, and occupancy has continued as a holdover tenancy. Since 1953, Southern California Edison Company (SCE) has been a joint user of this site as memorialized by previous sublicense agreements. SCE was instrumental in the construction of the infrastructure and telecommunication facilities that support the County's operations.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) directs that we maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services. By executing the lease and sublease, the County will be better equipped to support timely delivery of public services through the sharing of telecommunication networks. The lease and sublease is in conformance with the Asset Management Principles as outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed new lease and sublease will provide the County and SCE, Sublessee, uninterrupted use of the Tejon Peak Telecommunication Site. The maximum first year cost for ISD will be \$18,720. The new lease stipulates that 50 percent of the annual sublease rent paid by SCE to the County will be handed over to Ralphs Trust, (Lessor). SCE has consented to an increase of its annual sublease rent from \$7,403 to \$11,500. The net annual sublease revenue to the County is decreasing from \$7,403 to \$5,750.

Sufficient funding for the proposed lease is included in the Fiscal Year (FY) 2014-15 Rent Expense budget, and will be billed back to ISD. ISD has allocated sufficient funds in its FY 2014-15 operating budget to cover the projected lease costs. The entire rental cost is 100 percent net County cost, and will be subject to Communication Site Utilization Program cost recovery period. Attachment B is the overview of the lease and sublease agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since May 1953, the County has leased this Tejon Peak property for a telecommunications site, which is critical to the County-wide communications system. The subject leased premises at Tejon Peak contain a fenced area of 2,600 square feet, which was improved with communication facilities consisting of two small buildings at 285 square feet, an emergency generator, a microwave tower, and other ancillary telecommunication equipment. The County owns and maintains the emergency generator room and its equipment, and provides Edison the use thereof. The County co-locates and occupies 50 percent of the communication space with SCE. SCE is responsible for maintaining its facilities and improvements at the site. The terms of the proposed lease and sublease will remain the same as the existing agreements, except the rental costs will increase.

County Counsel has reviewed and approved, as to form, all of the documentation being presented for Board approval.

ENVIRONMENTAL DOCUMENTATION

The Chief Executive Office (CEO) has concluded that both the new lease and sublease are exempt from the California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will not affect any current services. ISD concurs with the proposed lease and sublease agreements.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, returns one original of the executed lease and two originals of the executed sublease as well as the adopted, stamped Board letter and two certified copies of the Minute Order to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a long horizontal line extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:CMM
KW:EJ:ls

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services

**INTERNAL SERVICES DEPARTMENT
TEJON PEAK, GORMAN
COMMUNICATION SITE**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²			X
	B	Does lease co-locate with other functions to better serve clients? ²	X		
	C	Does this lease centralize business support functions? ²	X		
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ²			X
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program?	X		
	B	Is this a long term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X
	D	If no, are there any suitable County-owned facilities available?			X
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Attachment B?	X		
	G	Was build-to-suit or capital project considered?	X		
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?	X		
	D	Why was this program not co-located?			X
		1. ____ The program clientele requires a "stand alone" facility.			X
		2. ____ No suitable County occupied properties in project area.			X
		3. ____ No County-owned facilities available for the project.			X
		4. ____ Could not get City clearance or approval.			X
		5. ____ The Program is being co-located.	X		
	E	Is lease a full service lease? ²		X	
	F	Has growth projection been considered in space request?	X		
	G	Has the Dept. of Public Works completed seismic review/approval?			X
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

**FISCAL IMPACT/FINANCING
OVERVIEW OF LEASE CHANGES**

Tejon Peak	Existing Lease	Proposed Lease	Changes
Term	5 years from 4/20/09 to 4/19/14 Month-to-month since 4/19/14	5 years + one 5-year option	same
Annual Rent	\$18,161	\$18,720	\$559 increase in rent payable
Annual Rent Adjustment	Annual CPI adjusted	Fixed Annual 2% escalation	2% Fixed increases

Tejon Peak	Existing Revenue Sublease	Proposed Sublease	Changes
Term	5 years from 4/20/09 to 4/19/14 Month-to-month since 4/19/14	5 years + one 5-year option	same
Annual Rent	\$7,403.29	\$11,500.00 (50% to County or \$5,750)	\$1,653.00 decrease in rent receivable
Annual Rent Adjustment	Annual CPI adjusted	Fixed Annual 2% escalation	2% Fixed increases

**TELECOMMUNICATIONS SITE LEASE AGREEMENT
TEJON PEAK MICROWAVE FACILITY**

THIS LEASE AGREEMENT ("Agreement") made and entered into one original this _____ DAY OF _____, 2014,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County";

AND

RALPHS TRUST

(Fed No. 77 -60-70-796), comprised of the following trustees,

Ronald A. Ralphs and **Julianne C. Ralphs**, Trustees of the Ronald and Julianne Ralphs Family Trust dated 4/3/95,

Charles Douglas Ralphs, Trustee of the Charles Douglas Ralphs Separate Property Trust dated 10/2/07,

Steven C. Sonder,

James L. Ralphs III,

Steven C. Sonder, Trustee of the Ruth M. Ralphs Trust dated 10/14/95,

James L. Ralphs III, Trustee of the Ruth M. Ralphs Trust dated 10/14/95,

hereinafter referred to as "Lessor";

W I T N E S S E T H:

WHEREAS, on June 8, 1953, the parties entered into County Agreement **No. 430-T (AKA 1141)** whereby Lessor leased to the County a certain parcel of land for use as a microwave communication site, commonly known as Tejon Peak in Gorman;

WHEREAS, on January 23, 1973, Amendment **No.1** was approved to expand the existing 192 square feet building on the site by approximately 92 square feet, and also authorized the County to cause one or more building additions to be added, so long as the total square footage of said building, plus building additions did not exceed 1,000 square feet; and to acknowledge County Agreement **No. 302-YY**, entered into by the County and Southern California Edison Company on October 13, 1953, whereby the County granted Southern California Edison Company certain rights to construct the communications building and other telecommunication facilities for the installation, operation and maintenance of their respective microwave communication systems for co-location; and

WHEREAS, on May 25, 1993, Amendment **No. 2** was approved to provide a lease extension of ten (10) years, rental adjustments, and a cancellation clause

WHEREAS, on April 20, 2004, Agreement **L-74810** was approved to provide a new lease of ten (10) years expiring on April 19, 2014 and County desires to enter into another new master lease for the land with Ralphs Trust (Fed No. 7-60-70-796), as successor-in-interest to Ralphs.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

Lessor hereby leases to the County and County hereby hires and rents from Lessor on the terms and conditions hereinafter set forth, that certain property located within a parcel of land measuring three hundred (300) feet by three hundred (300) feet in size situated in a portion of Section 8, Township North, Range 18West, S.B.B.M., in the County of Los Angeles, State of California, more particularly depicted on **Exhibit "A"** ("Premises") attached hereto and by this reference incorporated herein.

2. PURPOSE

The sole purpose of this Agreement is to allow the County the right to use the Premises as a joint-use microwave communication facility with the County's Sublessee Southern California Edison Company ("Edison") or any other telecommunication user County deems acceptable during the term of this Agreement and any extension thereof, along with the right of County and/or designee to construct, use, maintain, install, repair and operate the following: **(i)** communication building(s) so long as the total square footage of said building(s), plus additions, does not exceed one thousand five hundred (1,500) square feet; and does not require more land than leased; and **(ii)** the right to construct, install, repair, use, operate and maintain any type of appurtenant telecommunication facilities, including, but not limited to, telecommunication towers, a standby emergency generator building/equipment and any other ancillary telecommunication equipment and/or service components required to facilitate the operation of telecommunication systems.

3. TERM

3.01 The term of this Agreement shall be for a period of Five (5) years commencing upon the approval by the Board of Supervisors, and expiring Five (5) years thereafter. County shall have the option to renew this Agreement for an additional period of Five (5) years under the same terms and conditions, provided the County's Chief Executive Office (CEO) exercises its right to renew this Agreement and notifies Lessor in writing not less than thirty (30) days prior to expiration of the Agreement.

3.02 In the event County holds over beyond the end of the term herein provided, or any renewal thereof, this Agreement shall be from month-to-month only, subject to the terms and conditions of this Agreement.

4. CONSIDERATION

4.01 The County hereby agrees to pay as consideration for said demised Premises during the term hereof TWO separate types of rents, both a monthly Lessee Rent as well as a fifty percent (50%) portion of what the County has collected annually as the Sublease Rent from its Sublessee Edison on said demised Premises.

4.02 Lessee Rent payable to Lessor: The Lessee Rent is the sum of One Thousand Five Hundred twenty one Dollars Sixty Eight Cents **(\$1,560.00)** per month, payable in advance by the Auditor's General Warrant. Payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Lessor has caused a claim therefore for

each such month to be filed with the County Auditor of the County of Los Angeles prior to the first day of each month.

4.03 Sublease Rent portion payable to Lessor: County will additionally pay Lessor fifty percent (50%) of any amount the County may collect as the annual Sublease Rent from its Sublessee(s). The Sublease Rent payable by Sublessee Edison is currently the sum of Eleven Thousand Five Hundred and No/100 Dollars (\$11,500.00). As such, the portion of Edison's Sublease Rent payable to Lessor is Five Thousand Seven Hundred Fifty and No/100 Dollars (**\$5,750.00**), payable within thirty (30) days after the successful annual collection of Edison's Sublease Rent by the Auditor Controller.

4.04 Lessor may terminate this Agreement upon ninety (90) days written notice to both the County and Edison, but only in the event County defaults in the payment of rent. The Agreement will not be terminated if the County or Edison or other joint-user pays the rent within fifteen (15) days from receiving written notice of default.

5. RENTAL ADJUSTMENT

5.01 Commencing with the first anniversary of the Agreement term, and for each successive one year period thereafter, including the Renewal Terms, the Agreement Rent set forth in Paragraph 4.01 shall be subject to an escalation adjustment of two percent (2%).

Accordingly, the monthly Agreement rent schedule shall be adjusted as follows:

License terms	Starting year	Monthly Agreement Rent	Annual Agreement Rent (A)	50% Annual Sublease Rent from Edison (B)	Total Annual Rent to Ralphs Trust (A+B)
1	2014	\$1,560	\$18,720	\$5,750	\$24,470
2	2015	\$1,591	\$19,094	\$5,865	\$24,959
3	2016	\$1,623	\$19,476	\$5,982	\$25,459
4	2017	\$1,655	\$19,866	\$6,102	\$25,968
5	2018	\$1,689	\$20,263	\$6,224	\$26,487
6	2019	\$1,722	\$20,668	\$6,348	\$27,017
7	2020	\$1,757	\$21,082	\$6,475	\$27,557
8	2021	\$1,792	\$21,503	\$6,605	\$28,108
9	2022	\$1,828	\$21,933	\$6,737	\$28,671
10	2023	\$1,864	\$22,372	\$6,872	\$29,244

6. TAXES

Lessor shall be responsible for and pay promptly all real property taxes, assessments and special assessments which may be levied or assessed against the Premises during the term of this Agreement or any renewal or hold over period thereof. In the event Lessor fails or refuses to pay any or all of the taxes or assessments when due, County may give Lessor thirty (30) day calendar days prior written notice and there after pay such taxes and assessments and deduct the payments from the installments of rent next due as a charge against the Lessor.

7. SITE INSPECTION

The County acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. The County accepts the Premises in its present physical condition and agrees to make no demands upon Lessor for any repair, improvement or alteration thereof.

8. DAMAGE OR DESTRUCTION

Lessor agrees that should the demised Premises and facilities thereon be damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them reasonably unfit for the County's use, the County and/or Edison shall use its best efforts within one hundred eighty (180) days of such occurrence to repair the damaged facilities on the Premises. In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of improvements, then the County shall either commence the repair and restoration, or terminate the Agreement in which case the County shall surrender the Premises to the Lessor and shall not be obligated for any further rental under the Agreement.

The County shall be entitled to a proportionate reduction of rent while repairs are being made effective on the date of such destruction. The proportionate reduction is to be based upon the proportion that the space is rendered unusable to County bears to the whole thereof. The County shall not be entitled to an abatement of rent pursuant to this provision when the damage to the Premises is the result of negligence by County's employees.

9. INDEMNIFICATION

Lessor agrees to indemnify, defend and save harmless County, its Special Districts, agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death; personal injury, or property damage arising from or connected Lessor's ownership of the Premises. County shall indemnify, defend and hold Lessor free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from the County's activities under this Agreement on the Premises.

10. RESTORATION OF THE PREMISES

Lessor agrees that any existing facilities and any facilities to be constructed or placed on the Premises by County and/or Edison shall at all times remain the sole property of County and/or Edison. At the expiration of the term of this Agreement, or any extension or holdover period thereof County and/or Edison shall remove at its own cost and expense, any improvements which it has constructed or placed on the Premises.

11. ACCESS ROAD

Lessor hereby grants the right to County, Edison and County's designee at the Premises, a nonexclusive right to use during the term of this Agreement and any extension thereof, the

existing access roads serving the Premises. Said right of use will not impose the obligation or duty to perform maintenance of said roads.

12. POWER

Lessor hereby acknowledges Edison's right to use, operate and maintain an existing Edison-owned underground power line located between Edison's Gorman substation and the Premises, without imposing any duty or obligation upon Edison.

13. ASSIGNMENT or SUBLETTING

13.01 The County, with Lessor's prior written consent, which will not be unreasonably withheld, shall have the right to assign or sublease this Agreement to Edison or County's joint powers partner namely the Los Angeles Regional Interoperable Systems ("LARICS") upon the condition that the assignees or sublessees expressly assumes and agrees in writing to pay rent and adhere to the terms and conditions contained herein.

13.02 County will pay Lessor fifty percent (50%) of Sublease Rent successfully collected from Edison and any other additional sublessees on an annual basis.

14. AUTHORITY

Only the Board of Supervisors has the authority, by formally approving and/or executing this Agreement, to bind the County to the terms included herein. Each individual executing this Agreement on behalf of the Lessor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Lessor, and that this Agreement is binding upon Lessor in accordance with its terms.

15. NOTICES

Notices desired or required to be given by this Agreement or by any law now in effect may be given by enclosing the same in a sealed envelope, Certified Mail – Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to Lessor as follows:

Ralphs Trust
P.O. Box 81
Gorman, CA 93243
Attention: Jan Bircumshaw
Phone: (661) 248-8501 -Fax: (661) 248-6397

or such other places in California as may hereinafter be designated in writing by Lessor. The notices and envelope containing the same to the County and Edison shall be addressed as follows:

County of Los Angeles
Chief Administrative Office - Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Christopher M. Montana, Director of Real Estate

Phone: (213) 974-4200 Fax: (213) 217-4968

Southern California Edison Company
14799 Chestnut Street
Westminister, CA 92683-5240
Attention: Corporate Real Estate

16. CANCELLATION

County reserves the right to cancel this Agreement, or any renewal thereof, upon giving a thirty (30) day prior written notice to Lessor without incurring any liability whatsoever, in the event it determines it no longer requires leasing the Premises. The County agrees that it will notify Lessor and Edison sixty (60) days prior to issuing a termination notice to determine if Edison is agreeable to an assignment of the County's leasehold interest, subject to the terms and conditions of this Agreement.

17. HAZARDOUS MATERIALS

17.01 The County hereby warrants and represents that it shall comply with all federal; state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic radioactive substances, as defined in California Health and Safety Code Section 25316, as may be amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts .of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8, as may be amended.

17.02 The County and Lessor agree to immediately notify each other When either party is aware that hazardous substances have been released on the Premises, or released by any other tenant on the Premises. Should the presence of hazardous substances on the Premises be discovered, which is not caused by County and threatens the health and safety of County's agents or invitees, as determined at County's sole discretion, it shall entitle County to immediately terminate this Agreement. In the event of such termination, County shall not be obligated for any further monthly payments and Lessor shall refund any unearned monthly payments paid by County, calculated at a daily rate based on the regular monthly payment.

18. BINDING ON SUCCESSORS

Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessor, and wherever the context permits or requires the successors in interest to the County.

19. ACKNOWLEDGEMENT BY LESSOR

Lessor acknowledges that it is aware of the following provisions:

- (a) **Consideration of GAIN Program Participants.** Should Lessor require additional or replacement personnel after the effective date of this Agreement, Lessor shall give consideration for any such employment, openings to participants in the County

Department of Public Social Services' Greater Avenues for Independence, ("GAIN") Program who meet Lessor's minimum qualifications for the open position.

- (b) Solicitation of consideration.** It is improper for any County officer, employee or agent to solicit consideration in any form from a lessor with the implication, suggestion or statement that the lessor's provision of the consideration may secure more favorable treatment for the lessor in the award of the Agreement or that lessor's failure to provide such consideration may negatively affect the County's consideration of the lessor's offer to lease. A lessor shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.

Lessor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Lessor's submission being eliminated from consideration

20. LOBBYIST

Lessor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.01 0, retained by Lessor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Lessor or any County lobbyist or County lobbying firm retained by Lessor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this agreement upon which County may immediately terminate or suspend this Agreement.

21. GENERAL PROVISIONS

(a) Waiver. No waiver by Lessor or County of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessor or County of the same or any other provision. Lessor's or County's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's or County's consent to or approval of any subsequent act by the Lessor or County.

(b) Headings. Titles to Sections in this Agreement are not part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

(c) Time. Time is of the essence of this Agreement and each and all of its provisions in which performance is factor.

(d) Quiet Enjoyment. So long as County is not in default hereunder, County shall have the right to quiet and peaceful enjoyment and possession of the Premises during the entire term of this Agreement, subject to all of the terms and conditions of this Agreement.

(e) Entire Agreement. This Agreement is the final and complete expression of the Lessor and the County relating in any manner to the leasing, use and occupancy of the Premises and other matters set forth in this Agreement. No prior agreements or understanding pertaining to same matter shall be valid or of any force or effect and the covenants and agreements of this

Agreement shall not be altered, modified or added to except in writing signed by both Lessor and County.

(f) Separability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. ·

(g) Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, State of California.

(h) Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the County, and whatever the context permits or requires. ·

(i) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

/

/

/

/

COUNTY OF LOS ANGELES

HOA.1079175.1
Tejon Peak Lease Agreement Page 9 of 16

LESSOR:

RALPHS TRUST

(Fed No. 77 -60-70-796), comprised of the following seven (7) trustees,

Lessor no.1 of 7

By: Ronald A Ralphs
RONALD A. RALPHS, Trustees of the Ronald
and Julianne Ralphs Family Trust dated 4/3/95

CERTIFICATE OF ACKNOWLEDGEMENT

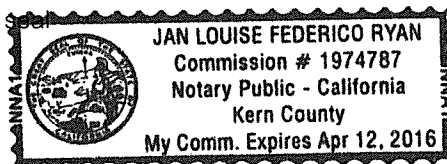
State of California)
County of ~~Los Angeles~~ Kern) SS.

On this day of Aug 14, 2014, before me,
Jan Louise Federico Ryan (name of Notary Public)
personally appeared Ronald A Ralphs
(Name and title) who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is subscribed to
the within instrument and acknowledged to me that he is he is he
executed the same in his her their authorized capacity (is), and
that by his her their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal

Jan Louise Federico Ryan
(Notary Public Signature)



(Notary Public Seal)

By: Julianne C. Ralphs
JULIANNE C. RALPHS, Trustees of the
Ronald and Julianne Ralphs Family Trust
dated 4/3/95

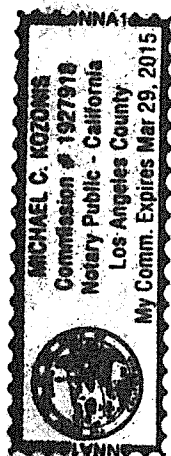
CERTIFICATE OF ACKNOWLEDGEMENT

State of California)
) SS.
County of Los Angeles)

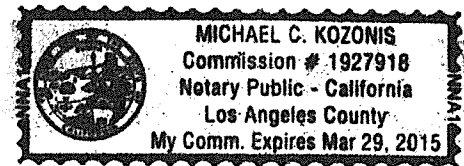
On this day of August 30, 2014, before me,
Michael C. Kozonis, Notary Public (name ^{+Title} of Notary Public)
personally appeared Julianne C. Ralphs
(Name and title) who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity (ies), and
that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and
correct.

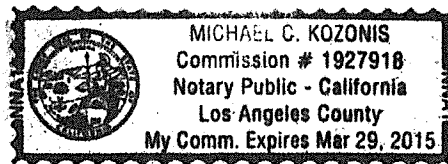
WITNESS my hand and official seal




Michael C. Kozonis
(Notary Public Signature)



(Notary Public Seal)



By: 
CHARLES DOUGLAS RALPHS, Trustee of
the Charles Douglas Ralphs Separate
Property Trust dated 10/2/07

CERTIFICATE OF ACKNOWLEDGEMENT

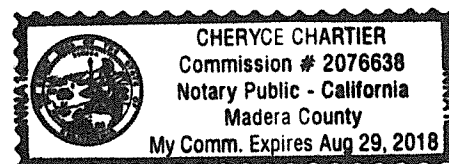
State of California)
)
) SS.
County of ~~Los Angeles~~)

On this day of August 26th 2014, before me,
Cheryce Chartier, Notary Public (Name of Notary Public)
personally appeared Charles Douglas Ralphs
(Name and title) who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) ~~is~~ are subscribed to
the within instrument and acknowledged to me that ~~he~~/she/~~they~~
executed the same in ~~his~~/her/~~their~~ authorized capacity (ies), and
that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Cheryl Clark
(Notary Public Signature)



(Notary Public Seal)

Lessor no.4 of 7

By:

STEVEN C. SONDER

CERTIFICATE OF ACKNOWLEDGEMENT

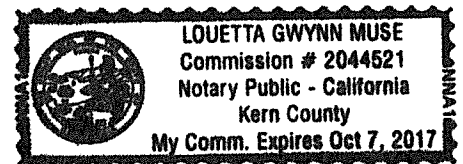
State of California)
) SS.
County of Los Angeles Kern)

On this day of September 4, 2014, before me,
Louetta Gwynn Muse (name of Notary Public)
personally appeared Steven C. Sonder, trustee
(Name and title) who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/~~she/they~~
executed the same in his/~~her/their~~ authorized capacity (~~ies~~), and
that by his/~~her/their~~ signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal

Louetta Gwynn Muse
(Notary Public Signature)



(Notary Public Seal)

Lessor no.5 of 7

By: 
JAMES L. RALPHS

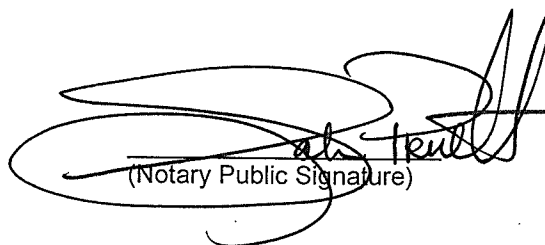
CERTIFICATE OF ACKNOWLEDGEMENT

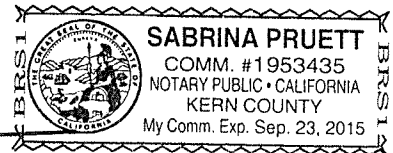
State of California)
 sp Kern) SS.
County of ~~Los Angeles~~)

On this day of 3, September 2014, before me,
Sabrina Pruett, Notary Public (name of Notary Public)
personally appeared James L. Ralphs
(Name and title) who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/~~she~~/they
executed the same in his/~~her~~/their authorized capacity (ies), and
that by his/~~her~~/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal


(Notary Public Signature)



(Notary Public Seal)

Lessor no.6 of 7

By: 
STEVEN C. SONDEERS, Trustee of the
Ruth M. Ralphs Trust dated 10/14/95

CERTIFICATE OF ACKNOWLEDGEMENT

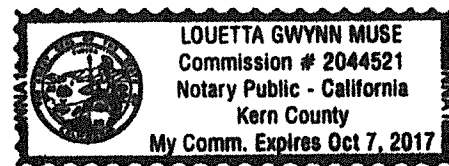
State of California)
County of ~~Los Angeles~~ Kern) SS.

On this day of September 4, 2014, before me,
Louetta Gwynn Muse (name of Notary Public)
personally appeared Steven C. Sonders, Trustee
(Name and title) who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/~~she/they~~
executed the same in his/~~her/their~~ authorized capacity (~~ies~~), and
that by his/~~her/their~~ signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal


(Notary Public Signature)



(Notary Public Seal)

Lessor no.7 of 7

By:

JAMES L. RALPHS III, Trustee of the
Ruth M. Ralphs Trust dated 10/14/95

CERTIFICATE OF ACKNOWLEDGEMENT


State of California)
County of **Kern**) SS.
~~Los Angeles~~


On this day of 3 September 2014, before me,
Sabrina Pruitt, Notary Public (name of Notary Public)
personally appeared James L Ralphs
(Name and title) who proved to me on the basis of satisfactory
evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to
the within instrument and acknowledged to me that he/~~she/they~~
executed the same in his/~~her/their~~ authorized capacity (~~ies~~), and
that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~,
or the entity upon behalf of which the person~~(s)~~ acted, executed
the instrument.

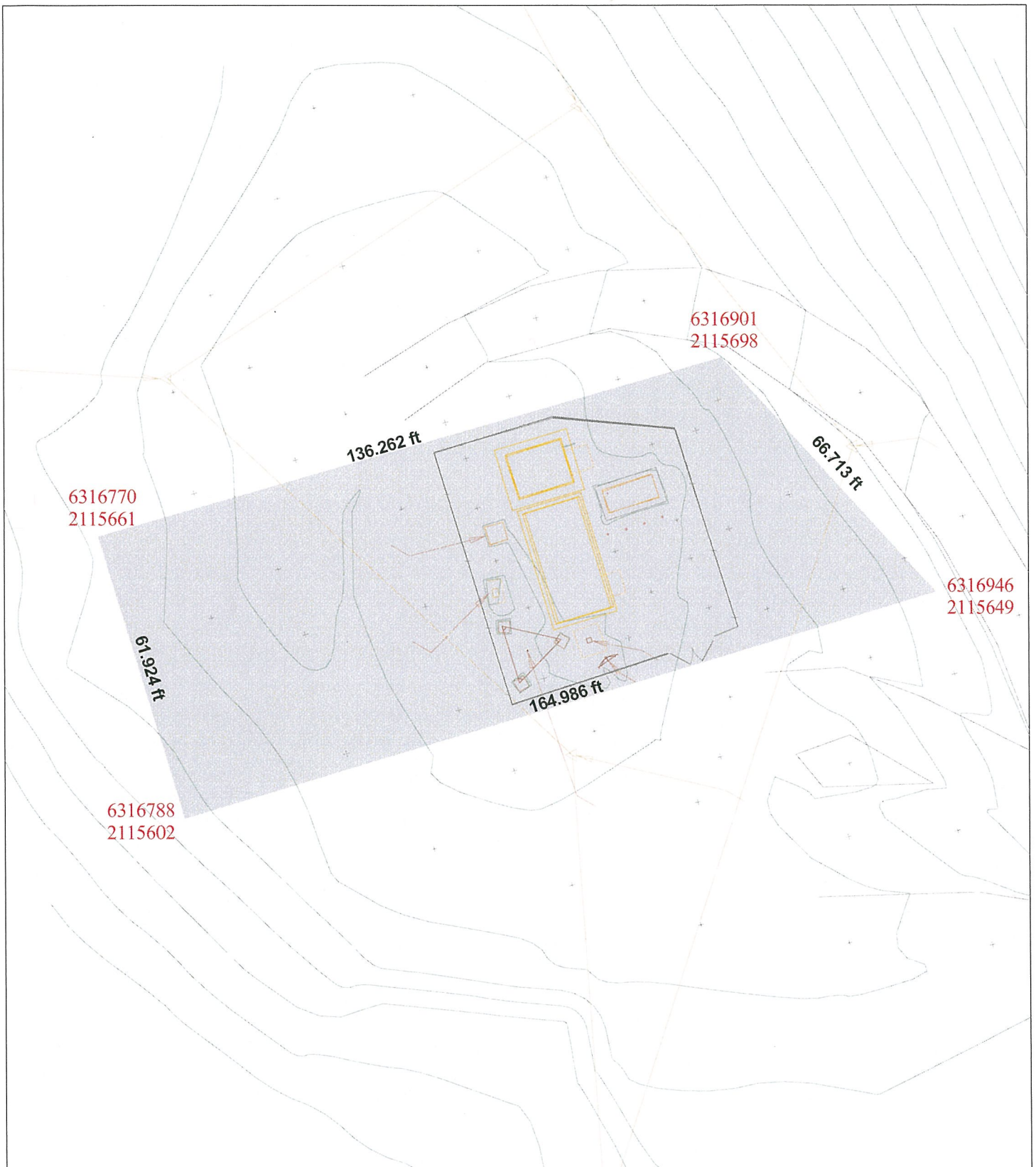
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

WITNESS my hand and official seal


(Notary Public Signature)


(Notary Public Seal)



Tejon Peak Communications Site
Ralphs Trust
Exhibit "A"

Page 1



 Lease Area



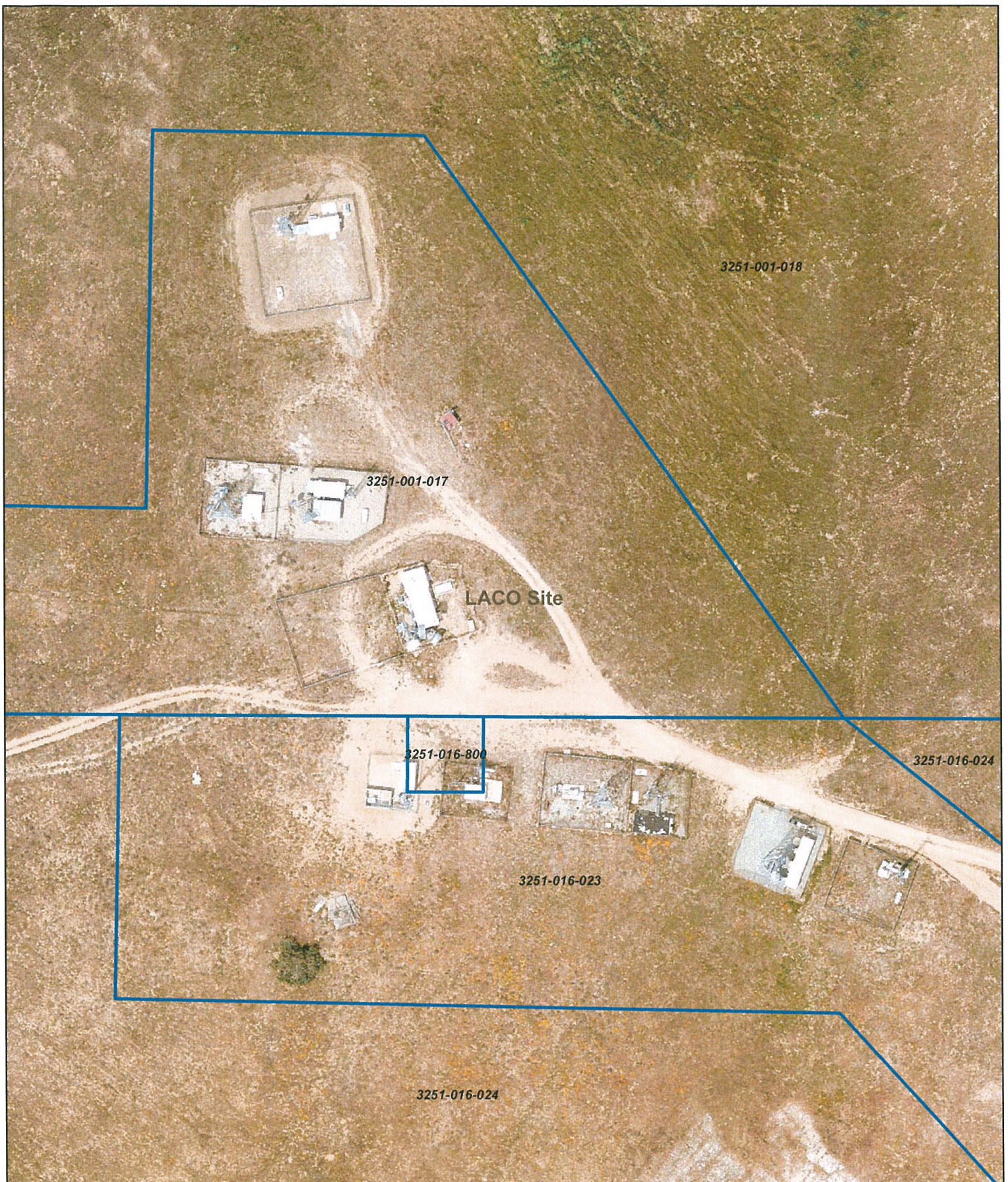


Exhibit A	COUNTY OF LOS ANGELES TEJON PEAK TELECOMM SITE APN: 3251-001-017	DATE 4-8-2014 COUNTY OF LOS ANGELES
Page 2		ELIZA JUNG (213) 974-4189

Exhibit A - Page 3

Parcel owned by Ralph's Trust

THAT CERTAIN PARCEL OF LAND THREE HUNDRED (300) FEET BY THREE HUNDRED (300) FEET IN SIZE SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOW:

THAT PORTION OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 18 WEST, S.B.B. & M., IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE UNITED STATES GEODETIC SURVEY TRIANGULATION STATION TEJON, LATITUDE $34^{\circ} 48' 11.607''$, LONGITUDE $118^{\circ} 48' 53.673''$, NORTH AMERICAN DATUM; THENCE NORTH 70.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $84^{\circ} 56' 10''$ WEST 86.24 FEET; THENCE SOUTH $5^{\circ} 03' 50''$ WEST 300.00 FEET; THENCE SOUTH $84^{\circ} 56' 10''$ EAST 300.00 FEET; THENCE NORTH $5^{\circ} 03' 50''$ EAST 300.00 FEET; THENCE NORTH $84^{\circ} 56' 10''$ WEST 213.76 FEET TO THE TRUE POINT OF BEGINNING, AND BEING THE LANDS DESCRIBED IN SAID LEASE AGREEMENT DATED JUNE 8, 1953 FROM JAMES L. RALPHS TO THE COUNTY OF LOS ANGELES.

**TELECOMMUNICATIONS SITE SUBLEASE
TEJON PEAK MICROWAVE FACILITY**

THIS SUBLEASE AGREEMENT ("**Agreement**"), made and entered into in duplicate originals this _____ day of _____ 2014 (the "**Effective Date**"),

BY AND BETWEEN **COUNTY OF LOS ANGELES**, a body corporate and politic,
hereinafter referred to as "**County**";

AND **SOUTHERN CALIFORNIA EDISON COMPANY**, a
California corporation, hereinafter referred to as "**Edison**";

W I T N E S S E T H:

WHEREAS, County and James L. Ralphs ("**Ralphs**") entered into that certain Lease Agreement dated June 8, 1953 (the "**Lease**"), wherein County leased from Ralphs certain land, located in the unincorporated portion of the County of Los Angeles, as further described in **Exhibit "A"** attached hereto (the "**Land**");

WHEREAS, County and Edison entered into an agreement on October 13, 1953 (the "**Original Sublease Agreement**"), which ran concurrently with the Lease, and granted Edison, among other things, the right to use and occupy the Land to construct, install, operate and maintain, at its cost, a communications building, microwave tower, standby/ancillary equipment, an access road, and an underground power line to support the microwave communication systems;

WHEREAS, Pursuant to the Original Sublease Agreement Edison constructed, installed, operates, maintains and owns on the Land a 192 square foot communication building, a 65 foot microwave tower, underground power and fiber optic cables to support its microwave communications systems, (the foregoing facilities are sometimes collectively referred to herein as the "**Edison Facilities**");

WHEREAS, In consideration of the rights granted by County to Edison under the Original Sublease Agreement, Edison consented to the County's use of a portion, not to exceed one-half (1/2) of the space in said communication building and microwave tower for the installation and use of the County's radio and microwave equipment, appurtenances, and electric service in consideration of the County granting Edison those rights;

WHEREAS, the County constructed, maintains and owns facilities consisting of 92 square foot generator building, standby generator, fuel tank and other associated equipment for the common good of both parties, (the foregoing facilities are sometimes collectively referred to herein as the "**County Facilities**");

WHEREAS, the Lease and the Original Sublease Agreement have since expired, and County now desires to enter into a new master lease for a portion of the Land with

Ralphs Trust, as successor-in-interest to Ralphs. In addition, Edison and County desire to enter into this new Agreement, to renew, re-affirm and further describe each other's rights and obligations with respect to the portion of Land, Edison Facilities and County Facilities;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. SUBLEASE AREA

County hereby subleases to Edison and Edison hereby rents from County on the terms and conditions set forth herein, those portions of Land currently fenced with an area of approximately 2,600 square feet, previously improved by Edison at its cost, as a microwave communication facility site commonly referred to as Tejon Peak microwave site (the "**Sublease Area**"), as shown on **Exhibit "B"** attached hereto and incorporated by this reference.

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is:

(A) To allow Edison during the term of this Agreement and any extension thereof

- (a) the right to use, maintain and operate the communication building, microwave tower and any other Edison Facilities previously constructed by Edison, including radio transmitting and receiving antennas on the communication tower, seven (7) equipment rack and related cavities and cables inside the communication shelter, utility lines, and other associated equipment (such communications system and associated equipment, collectively, "**Communication Facility**"), as shown in **Exhibit "C"**, attached hereto and incorporated herein by this reference.
- (b) the right to use and maintain the Sublease's access road which extends from a junction with an existing Edison patrol road in a general northwesterly direction through Sections 8 and 9, Township 8 North, Range 18 West, S.B.B. & M., to the Sublease Area, known collectively as the "**Access**", and which is referenced in Section 10 of this Agreement;
- (c) the rights, as granted to Edison by easement, to operate, maintain and use an existing underground power line located between Edison's Gorman Substation and the Sublease Area;
- (d) the right to use and enjoy, at no additional cost or expense, County Facilities; and

(B) To reconfirm County's use of an equal portion of the communication building, including but not limited to, a mutually suitable portion of the microwave tower space.

2.02 The Sublease Area shall be used only for the purposes authorized by Section 2.01, and such other purposes as are directly related thereto, provided express written approval therefor is granted by the County Chief Executive Officer (collectively the "**Permitted Activities**"), and for no other purposes whatsoever. Ownership of all improvements constructed by Edison upon the Sublease Area and all alterations, additions or betterments thereto shall remain with Edison until termination of this Agreement. Upon notification to County, Edison may remove or replace its Communication Facility at any time during the term of the Sublease, and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2.03 The right and permission of Edison is subordinate to the prior and paramount right of County to the Land for the public purposes to which it is now and may in the future, at the option of the County, be devoted, including but not limited to telecommunications. Edison undertakes and agrees to use the Sublease Area in such manner as will not injure or unreasonably interfere with the full use and enjoyment of the Land by the County outside of the boundaries of the Sublease Area. County will develop and maintain other public uses of the Land adjacent to the Sublease Area, including any new building and new antenna tower, additional construction not limited to installation or upgrading of telecommunication systems, and periodic maintenance at any time during the term of this Agreement. Edison shall make no claim against County for any inconvenience resulting from any such activities or uses of County.

2.04 The Sublease Area will be locked for security purposes. Access by Edison and the County to the Sublease Area is subject to County and Edison contacting the other party's Telecommunications Control Center upon entering and leaving the Sublease Area. The Sublease Area is equipped with an Edison alarm system. Upon each entry to the Sublease Area, County's and Edison's approved representative shall sign and date Edison's and the County's entry log for the site. Said logs shall be kept at the site. Edison and County agree to post appropriate contact information in a visible area.

3. TERM

3.01 The term of this Agreement shall be for a period of five (5) years commencing upon the approval by the Board of Supervisors, and expiring five (5) years thereafter. Edison shall have the option to renew this Agreement for an additional period of five (5) years under the same terms and conditions, so long as the County elects to exercise its five (5) year option to renew the Lease.

3.02 In the event Edison holds over beyond the end of the term herein provided, or any renewal thereof, this Agreement shall be from month-to-month only, subject to the terms and conditions of this Agreement.

(B) To reconfirm County's use of an equal portion of the communication building, including but not limited to, a mutually suitable portion of the microwave tower space.

2.02 The Sublease Area shall be used only for the purposes authorized by Section 2.01, and such other purposes as are directly related thereto, provided express written approval therefor is granted by the County Chief Executive Officer (collectively the "**Permitted Activities**"), and for no other purposes whatsoever. Ownership of all improvements constructed by Edison upon the Sublease Area and all alterations, additions or betterments thereto shall remain with Edison until termination of this Agreement. Upon notification to County, Edison may remove or replace its Communication Facility at any time during the term of the Sublease, and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2.03 The right and permission of Edison is subordinate to the prior and paramount right of County to the Land for the public purposes to which it is now and may in the future, at the option of the County, be devoted, including but not limited to telecommunications. Edison undertakes and agrees to use the Sublease Area in such manner as will not injure or unreasonably interfere with the full use and enjoyment of the Land by the County outside of the boundaries of the Sublease Area. County will develop and maintain other public uses of the Land adjacent to the Sublease Area, including any new building and new antenna tower, additional construction not limited to installation or upgrading of telecommunication systems, and periodic maintenance at any time during the term of this Agreement. Edison shall make no claim against County for any inconvenience resulting from any such activities or uses of County.

2.04 The Sublease Area will be locked for security purposes. Access by Edison and the County to the Sublease Area is subject to County and Edison contacting the other party's Telecommunications Control Center upon entering and leaving the Sublease Area. The Sublease Area is equipped with an Edison alarm system. Upon each entry to the Sublease Area, County's and Edison's approved representative shall sign and date Edison's and the County's entry log for the site. Said logs shall be kept at the site. Edison and County agree to post appropriate contact information in a visible area.

3. TERM

3.01 The term of this Agreement shall be for a period of five (5) years commencing upon the approval by the Board of Supervisors, and expiring five (5) years thereafter. Edison shall have the option to renew this Agreement for an additional period of five (5) years under the same terms and conditions, so long as the County elects to exercise its five (5) year option to renew the Lease.

3.02 In the event Edison holds over beyond the end of the term herein provided, or any renewal thereof, this Agreement shall be from month-to-month only, subject to the terms and conditions of this Agreement.

4. CONSIDERATION

4.01 Edison hereby agrees to pay in advance as initial yearly rent to the County the sum of Eleven Thousand Five Hundred Dollars (**\$11,500.00**) per year.

4.02 Rental payments shall be made in advance commencing upon the date of approval of the Agreement by the Board of Supervisors, with subsequent annual rent payments due on the second (2nd) anniversary of the Agreement term, and each successive one (1) year period thereafter, and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to.

County of Los Angeles
Auditor-Controller, Administrative Services,
500 West Temple Street, **Room 410**
Los Angeles, CA 90012
Attn: Franchise/Concessions Section

Edison shall include in Payment Identification Data Section on its check stub, the Sublease number, and its name and return address.

4.03 Edison acknowledges that fifty percent (50%) of the 1st yearly rent paid by Edison under this Agreement and any yearly rent thereafter will be delivered within sixty (60) days to Ralphs Trust, the master lessor of the Land, as a condition of the master lease agreement between County and Ralphs Trust. Therefore, the net yearly rent retained by County is only fifty percent (50%) of the annual consideration paid by Edison to County.

5. RENTAL ADJUSTMENT

5.01 As of the anniversary date of this Agreement and for every year thereafter ("**Adjustment Date**"), the yearly rental rate shall be increased by two percent (2%). Lessee shall pay yearly rent at the rate of 102% of the yearly rent rate in effect immediately prior to each respective Adjustment Date.

5.02 All rent payable under this Agreement is payable in advance by Auditor's General Warrant within thirty (30) days after the first day of each anniversary hereof. Yearly rent for any partial year shall be prorated in proportion to the number of days in such year.

License terms	Starting year	Annual Lease Rent
1	2014	\$11,500
2	2015	\$11,730
3	2016	\$11,965
4	2017	\$12,204
5	2018	\$12,448

6	2019	\$12,697
7	2020	\$12,951
8	2021	\$13,210
9	2022	\$13,474
10	2023	\$13,744

6. **TAXES**

Edison acknowledges that the rights granted by this Agreement to occupy County leased property may create a possessory interest subject to real property taxation and/or assessment thereon. In such event, Edison shall pay before delinquency, all taxes or assessments which at any time may be levied by the State, County, City or any other assessment-levying body upon the Sublease Area and any improvements or fixtures located thereon.

7. **ALTERATIONS, IMPROVEMENTS AND MAINTENANCE**

7.01 Edison acknowledges personal inspection of the Sublease Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Edison accepts the Sublease Area in its present physical condition and agrees to make no demands upon County for any repair, improvement or alteration thereof.

7.02 Any future expansion of the Sublease Area for telecommunication purposes to be utilized by Edison would be considered for review and approval by the County under the following conditions: (i) Any new telecommunication facility to be constructed and installed would be contained within the existing fenced area (approximately 2,600 square feet) subleased by Edison; (ii) Edison, at its sole cost, would be responsible for constructing, installing, maintaining, operating and repairing any new facility, which may include, but not be limited to -a communication building, microwave tower, a standby emergency generator building/equipment, and any other ancillary telecommunication equipment or components required to operate Edison's telecommunication system; (iii) Edison, at its cost, would provide the County for its review, any required report, study, and/or plan, detailing the proposed site expansion; (iv) The County would be granted use of up to fifty percent (50%) of the communication building, a mutually suitable portion of the new microwave tower, and all electric power needs to serve County's equipment, all at no County cost. The County, at its sole-discretion, shall have the right to deny or approve said expansion project, without incurring any obligation or liability for its decision.

8. **INSTALLATION**

Edison and County shall install its racks of equipment at its own expense and risk. Antenna(s) shall be located and mounted as specified and agreed upon by both Edison and the County. Edison and the County shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by

accepted industry practices. Edison and the County shall not alter, modify, or in any way change the other's property without first receiving written permission, which shall not be unreasonably withheld.

8. OPERATIONAL RESPONSIBILITIES

1.01 Edison shall:

(a) Comply with and abide by all applicable rules, regulations and directions of County.

(b) At all times hold a valid FCC lease for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and leases required to engage in the Permitted Activities on the Sublease Area.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Land by County, other lessees, sublessee of the master lessor or the public, except as herein permitted, and remove any agent, servant or employee who fails to conduct Permitted Activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to the Communication Facility and any and all fixtures and personal property belonging to Edison that are installed or placed within the Sublease Area, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County, its agents, employees or contractors.

(e) Repair or replace any and all County property lost, damaged, or destroyed arising out of Edison's activities. Should Edison fail to promptly make such repairs, after written demand by County, County may have repairs made and Edison shall pay the cost thereof.

(f) Maintain the Sublease Area to the satisfaction of County to the conditions that existed at the commencement of this Agreement, other than for ordinary wear and tear or damage or destruction by the acts of God beyond the control of Edison. The Sublease Area shall be kept neat and clean by Edison and ready for normal use by County and other users. Should Edison fail to accomplish this following notice from County, County may perform the work and Edison shall pay the cost thereof upon written demand by County.

(g) Upon expiration, cancellation, or other termination of this Agreement, Edison shall remove, subject to the provisions of Section 18 below and at no cost to County, any and all equipment, personal property and improvements of Edison, and restore the entire Sublease Area to its condition prior to the execution of this Agreement, reasonable wear and tear and damage or destruction by the acts of God beyond the control of Edison excepted; provided however, County may approve in writing, any deviation from this requirement.

10. **ACCESS**

10.01 County hereby grants to Edison and Edison-approved contractors a nonexclusive right to use, at its sole risk, during the term of this Agreement, the access, as described in Section 2.01 (A) (b) of this Agreement, which serve the Sublease Area (collectively, the "**Access**"). Edison and its approved contractors acknowledge and accept the present condition of the Access, and accept that County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage resulting from any negligent or non-negligent acts pertaining to the use of the Access to the Sublease Area by Edison or anyone acting on its behalf. Said right to use the Access shall be given only to Edison's approved representatives or contractors upon evidence of such approval being presented to County. Any County costs resulting from the coordination of emergency and/or weekend or non-business hour's access requests will be paid by Edison. Edison and its approved contractors waive any and all claims against County for compensation, loss or damages caused by the County's inability to coordinate or accommodate such access requests. Edison acknowledges that County cannot guarantee the use of the Access and that County assumes no liability for or arising from any lack of Access or defect in Edison's ability to use the Access.

10.02 Edison acknowledges and agrees that occasions may arise that may require Edison to share in the cost of cleaning up mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. Edison hereby agrees to promptly pay its share of such clean-up or repair costs and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to Edison by County with as little as 30 days' notice. Notwithstanding the foregoing, Edison's financial burden pursuant to this Section 12(b) shall not exceed three thousand dollars (\$3,000) per incidence.

11. **EMERGENCY ACCESS**

Edison agrees to permit the County's authorized agents free access to the Sublease Area at all times for the purpose of inspection and/or for making emergency improvements or repairs to the Sublease Area or to interrupt or terminate Edison's transmission(s) from the Sublease Area should Edison be unable or unwilling to respond to County's request to take immediate remedial action to correct any deficiency which threatens County's operation on the Sublease Area. Edison shall reimburse County, within thirty (30) days of receipt of County's written request for County's actual costs to correct any deficiency.

12. **INTERFERENCE**

12.01 Edison shall not use the Sublease Area in any way which interferes with the use of the Sublease Area by County or County's agents, invitees or other lessees who may occupy the Sublease Area or the Building of which the Sublease Area is a part. Edison shall be responsible for electromagnetic compatibility of Edison's

Equipment with existing and future equipment at the site. Edison shall conform to Internal Services Department Facilities Standard STD-140 Radio Site Management, including the requirement for submitting radio system installation plans for approval.

12.02 County shall not be liable for any potential or actual electronics conflict. In the event any interference to County Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future systems, such as the Los Angeles Regional Interoperability Communications System (LA-RICS), which is caused by Edison's Equipment or operations, Edison shall be immediately notified of such interference and such Equipment or operations shall be shut down immediately, and Edison hereby authorizes County to cause such shutdown until such interference is eliminated by Edison.

12.03 In the event that Edison must terminate its entire operation at the Sublease Area, Edison may resume operation, under the same terms and conditions of this Agreement, once the interference has been eliminated, as determined by the County in its sole discretion.

13. UTILITIES

13.01 Electrical power, including auxiliary power, (excluding telephone and telephone charges), is available to the Sublease Area. Edison waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Sublease Area.

13.02 Edison shall underground, at its expense, all its electrical cables and wires running within the confines of the Sublease Area, as conditions permit and as agreed to by County.

14. HOLD HARMLESS AND INDEMNIFICATION

Edison agrees to indemnify, defend, save and hold harmless County and its special districts, agents, officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with Edison's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected Edison's operations, equipment and services performed or located on the Sublease Area, including without limitation any services performed on behalf of Edison by any person, contractor or other agent pursuant to this Agreement.

15. INSURANCE

15.01 Without limiting Edison's obligations to County, Edison shall provide and

maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to the County Risk Manager, shall be delivered to the CEO, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the County of Los Angeles as an additional insured (except for the Workers' Compensation Insurance). Edison may self-insure the insurance required under this Agreement, but Edison will require its contractors and subcontractors to provide commercial insurance as required in this Section, and any additional insurance required by Edison of its contractor/subcontractor, shall name the County as an additional insured.

(A) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by County, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the County as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Sublease Area-operations, products/completed operations, contractual, broad form property damage, and personal injury with a combined single limit of not less than \$2,000,000 per occurrence.

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Edison's business operations.

(B) Workers' Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of Edison and all risks to such persons under the Sublease.

Each Accident:	\$1 million at least
Disease - policy limit:	\$1 million at least
Disease - each employee:	\$1 million at least

(C) Fire Legal Liability. A program in an amount of not less than \$50,000 with

a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability.

15.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office ("CEO"), Real Estate Division, County, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this Agreement, (b) clearly evidence all coverage required in this Agreement, (c) contain the express condition that County is to be given written notice by mail to County at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance, and (d) identify any deductibles or self-insured retentions for County's approval.

15.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

15.04 Failure to Maintain Coverage. Failure by Edison to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Agreement.

15.05 Notification of Incidents, Claims or Suits. Edison shall report to County any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Edison and/or County. Such report shall be made in writing within 72 hours of Edison's knowledge of such occurrence.

15.06 Compensation for County Costs. In the event that Edison fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Edison shall pay full compensation for all reasonable costs incurred by County.

16. LIABILITY

County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, resulting from any failure, interruption or disturbance to Edison's Permitted Activities, which arises, in whole or in part, from County-inflicted damage to Edison's Equipment. County shall reimburse any expense reasonably incurred by Edison for such damage to the Equipment but the County shall not be liable to Edison for any interruption or termination of operation/business on the Sublease Area.

17. NOTICES

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof,

or any public letter box, and any such notice and the envelope containing the same, shall be addressed to Edison as follows:

Southern California Edison Company
Transmission & Distribution- Real Properties
2131 Walnut Grove Avenue
Rosemead, CA 91770
Attention: Phillip Lugar
Corporate Real Estate

or such other place in California as may hereinafter be designated in writing by Edison. The notices and the certificate of insurance and envelopes containing the same, to the County shall be addressed as follows:

County of Los Angeles
Chief Executive Office - Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Christopher Montana, Director of Real Estate
Phone: (213) 974-4200
Fax: (213) 217-4971

18. COMMUNICATION FACILITY REMOVAL

Edison shall remove all of its personal property and restore the Sublease Area to its original condition within sixty (60) days of any expiration, termination or cancellation of this Agreement. If Edison does not remove all of its equipment and improvements within sixty (60) days pursuant to Paragraph 9(d), County may, but shall not be required to, remove Edison's equipment at Edison's expense. Edison shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for removal of personal or real property. County shall incur no liability for any damage to Edison's equipment during removal or storage. If Edison does not claim its equipment within thirty- (30) days of the expiration, termination or cancellation of this Agreement such equipment shall become the property of County. County shall remove all of its personal property from the communication room and tower prior to any such expiration, termination or cancellation of this Agreement, if County does not remove all of its equipment from Edison's owned building and tower, Edison shall remove said personal property at County's expense.

21. INDEPENDENT STATUS

This Agreement is by and between County and Edison and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Edison. Edison understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of Edison pursuant to this Agreement.

22. EMPLOYEES

All references to "Edison" and "County" in this Agreement are deemed to include the employees, agents, assigns or contractors involved in any manner in exercise of the rights herein given to the undersigned.

23. ASSIGNMENT

Edison shall not, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Agreement or any interest, right, or privilege therein; or sublet the Sublease Area in whole or in part. In the event Edison shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

24. DEFAULT

Edison agrees that if default shall be made in any of the terms or conditions herein contained, County may forthwith revoke and terminate this Agreement.

24. WAIVER

24.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping either party from enforcing the full provisions thereof.

24.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

25. CANCELLATION

County reserves the right to cancel this Agreement upon giving a one hundred eighty (180) day prior written notice to Edison, without incurring any liability by the County whatsoever, in the event it determines it no longer requires to lease the Sublease Area. County agrees to assign its leasehold interests subject to Ralphs Trust's consent, and sell its interest to County-owned facilities to Edison, based on a fair market value appraisal, if it determines it no longer requires to lease the Sublease Area. Edison agrees to provide County with the first right to purchase its facilities if Edison no longer requires to sublease the Sublease Area, based on a fair market value appraisal. Upon such cancellation pursuant to this Paragraph 26, County shall repay the prepaid portion of the consideration paid by Edison.

25. **HAZARDOUS MATERIALS**

Edison hereby warrants and represents that it shall comply with all Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Sublease Area and the Building or Site of which the Sublease Area is part. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8, as it may be amended from time to time.

26. **LOBBYIST**

Edison and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Edison, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Edison or any County lobbyist or County lobbying firm retained by Edison to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

27. **ENFORCEMENT**

The Chief Executive Officer of the County shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

28. **DAMAGE OR DESTRUCTION**

Should the Sublease Area be damaged by fire, incidents of war, earthquake, or other violent action of the elements whereby casualty to the Sublease Area cannot reasonably be expected to be repaired within forty-five (45) days following same or Edison not to make such repair or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Edison's operations at the Sublease Area for more than forty-five (45) days, then County or Edison may, at any time following such fire or other casualty, provided County has not completed the restoration required to permit Edison to resume its operation at the Sublease Area, terminate this Agreement upon fifteen (15) days prior written notice to the other party. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of

repair following such fire or other casualty in proportion to the degree to which Edison's use of the Sublease Area is impaired.

29. **SOLICITATION OF CONSIDERATION**

29.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Edison with the implication, suggestion or statement that Edison's provision of consideration may secure more favorable treatment for Edison in the award of the Sublease or that Edison's failure to provide such consideration may negatively affect the County's consideration of Edison's submission. Edison shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a lease.

29.02 Edison shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Sublease being terminated.

30. **CONFLICT OF INTEREST**

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, sublease or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by Edison herein, or have any other direct or indirect financial interest resulting from this Agreement.

31. **AUTHORIZATION WARRANTY/SIGNATURE AUTHENTICITY CLAUSE**

Edison represents and warrants that the person executing this Agreement for Edison is an authorized agent who has actual authority to bind Edison to each and every term, condition, and obligation of this Agreement and that all requirements of Edison have been fulfilled to provide such authority.

32. **GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. Edison agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

33. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, Edison shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines,

policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

34. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

34.01 Edison hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

34.02 Edison certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

34.03 Edison certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

34.04 If the County finds that any of the above provisions of this Paragraph 34 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate, or suspend this Agreement.

34.05 While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that Edison has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Edison has violated the anti-discrimination provisions of this Agreement.

34.06 In the event Edison violates the antidiscrimination provisions of the Sublease, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. EDISON'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Edison acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Edison understands that it is the County's policy to encourage Edison to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Edison's place of business. Edison will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply Edison with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at www.babysafela.org.

36. EDISON'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

36.01 Edison acknowledges that the County has established a goal of ensuring that all Edison's employees are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

36.02 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Edison's duty under this Agreement to comply with all applicable provisions of law, Edison warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

37. NON EXCLUSIVITY

Nothing herein is intended or shall be construed as creating any exclusive arrangement with Edison. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

38. NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Edison shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by Edison and all information obtained in connection with the County's right to inspect Sublease Area become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not be in any way liable or responsible for the disclosure or any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.02 Any documents submitted by Edison and all information obtained in connection with the County's right to inspect Sublease Area become the exclusive property of the County. All such documents become a matter of public record.

39.03 In the event the County is required to defend an action on a Public Records Act request as requested by Edison for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret", "confidential", or "proprietary", Edison agrees to refund and indemnify the County from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Edison's receipt of County's invoice.

40. This section has been omitted.

41. **OTHER TERMS AND CONDITIONS**

41.01 Advertising Materials and Signs. Except for warning signs required by law, Edison shall not post signs upon the Sublease Area or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefore is obtained from the CEO.

41.02 Habitation. The Sublease Area shall not be used for human habitation.

41.03 Illegal Activities. Edison shall not knowingly permit any illegal activities to be conducted upon the Sublease Area.

41.04 Maintenance. Edison shall be responsible for maintaining the Sublease Area in good and commercially reasonable condition and repair.

41.05 Non-Interference. Edison shall not use the Sublease Area in any way which interferes with the use of the Land by County, or lessees or Edison's of County, with equipment installed prior in time to Edison's installation of the Communication Facilities; and similarly, County agrees to use best efforts to ensure that its use of the Real Property and the use of the Real Property by its lessees, Edison's, employees,

invitees or agents will not in any way interfere with the operation of Edison's then-current Communication Facilities (in each case, "Prohibited Interference").

41.06 Safety. Edison shall immediately correct any unsafe condition on the Sublease Area, as well as any unsafe practices occurring thereon. Edison shall cooperate fully with County in the investigation of any accidental injury or death occurring on the Sublease Area, including a prompt report thereof to the CEO. Edison shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Edison's structures and enclosures. Edison, at its expense, may use any and all appropriate means of restricting public access to the Sublease Area, including, without limitation, the construction of an enclosure as depicted on Exhibits A and B.

41.07 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the Sublease Area and within a distance of fifty (50) feet thereof, and Edison and County shall prevent any accumulation thereof from occurring.

41.08 Security Devices. Edison, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the Sublease Area from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Director.

42. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

Edison hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

43. **EDISON'S STAFF AND EMPLOYMENT PRACTICES**

43.01 Edison shall designate one member of its staff as an Operations Manager with whom the County may deal on a daily basis. Any person selected by Edison as an Operations Manager shall be fully acquainted with Edison's operation, familiar with the terms and the conditions prescribed therefor by this Agreement, and authorized to act in the day to day operation thereof.

43.02 The CEO may at any time give Edison written notice to the effect that the conduct or action of a designated employee of Edison is, in the reasonable belief of the CEO, detrimental to the interest of the County or the Land. Following CEO's written notice thereof Edison shall, at CEO's discretion: (1) terminate such employee's work assignment or (2) Edison shall meet with representatives of the CEO to consider the

appropriate course of action with respect to such matter and Edison shall take reasonable measures under the circumstances to assure the CEO that the conduct and activities of Edison's employee will not be detrimental to the interest of the County and/or the Land.

43.03 Edison shall establish an identification system for each of its personnel assigned to service the Sublease Area that clearly indicates the name of the person. The identification system shall be furnished at Edison's expense and may include appropriate uniform attire and name badges as routinely maintained by Edison.

44. **BANKRUPTCY**

The County and Edison hereby expressly agree and acknowledge that it is the intention of both parties that if during the term of this Agreement Edison shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired Sublease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

45. **SIGNATURE AUTHENTICITY CLAUSE**

Edison hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate Edison to the terms and conditions in this Agreement. Edison shall sign this Agreement before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Edison.

46. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

47. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Edison.

(Signature Page - following this page)

IN WITNESS WHEREOF, Edison has executed this Agreement or caused it to be duly executed and County of Los Angeles, by order of the Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board, the day, month and year first above written.

EDISON:

SOUTHERN CALIFORNIA EDISON COMPANY

By:  PHILLIP LUGAR

Its: PROJECT MANAGER

Date: 9/17/14

By: _____

Its: _____

Date: _____

COUNTY OF LOS ANGELES

ATTEST:

Sachi A. Hamai
Executive Officer-clerk
Board of Supervisors

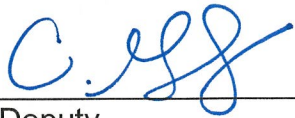
By: _____

By: _____

DON KNABE
Chairman, Board of Supervisors

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By: 
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On 9/17/14

Date

before me,

L.T. Kirima

Here Insert Name and Title of the Officer

personally appeared

Phillip Lugar

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

[Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Tajon Peak Telecom Site Sublease

Document Date:

9/17/14

Number of Pages:

20

Signer(s) Other Than Named Above:

n/a

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

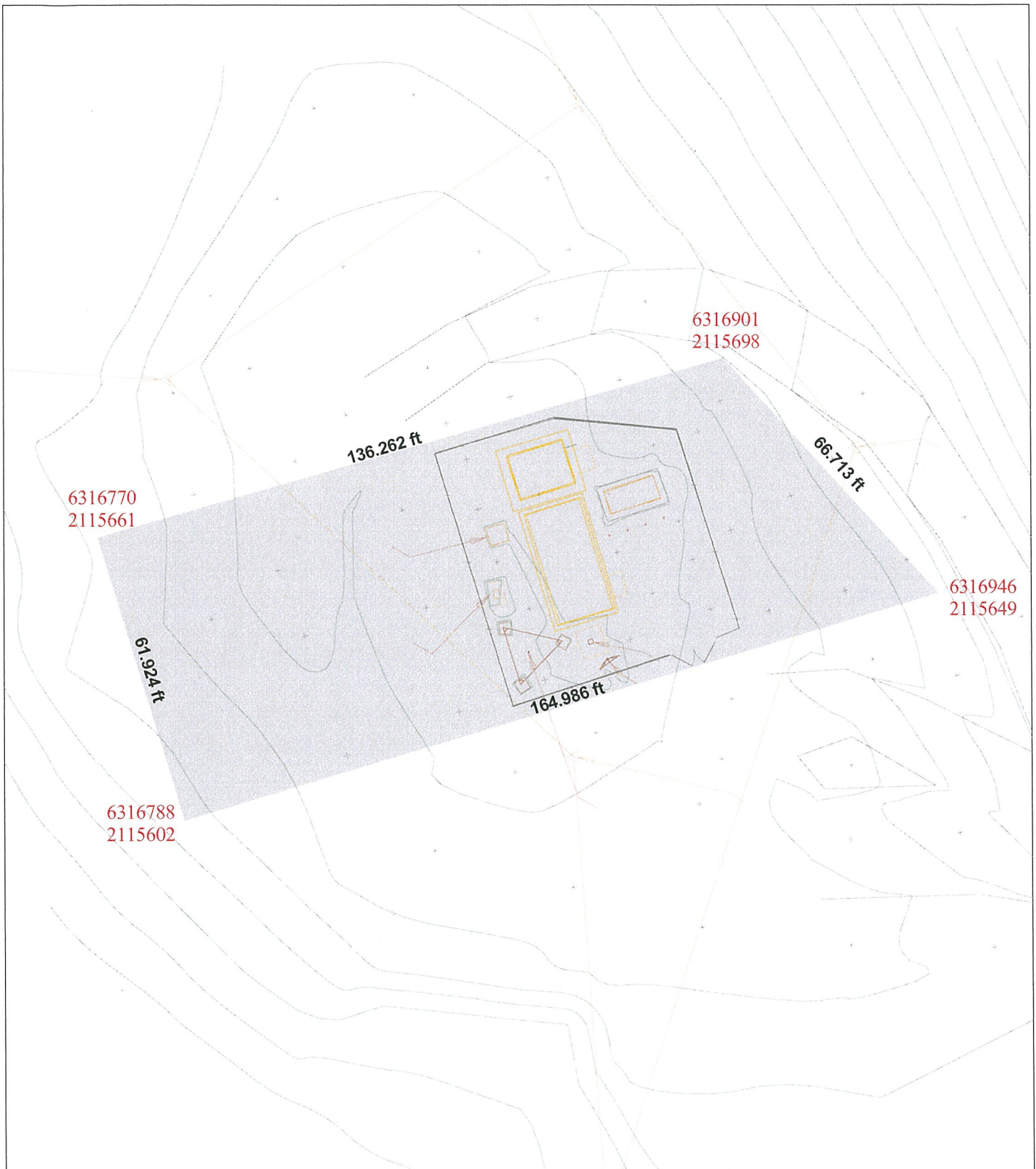
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

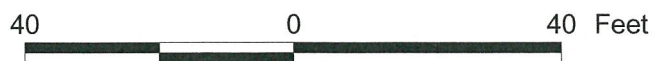


Tejon Peak Communications Site
Ralphs Trust
Exhibit "A"

Page 1



 Lease Area



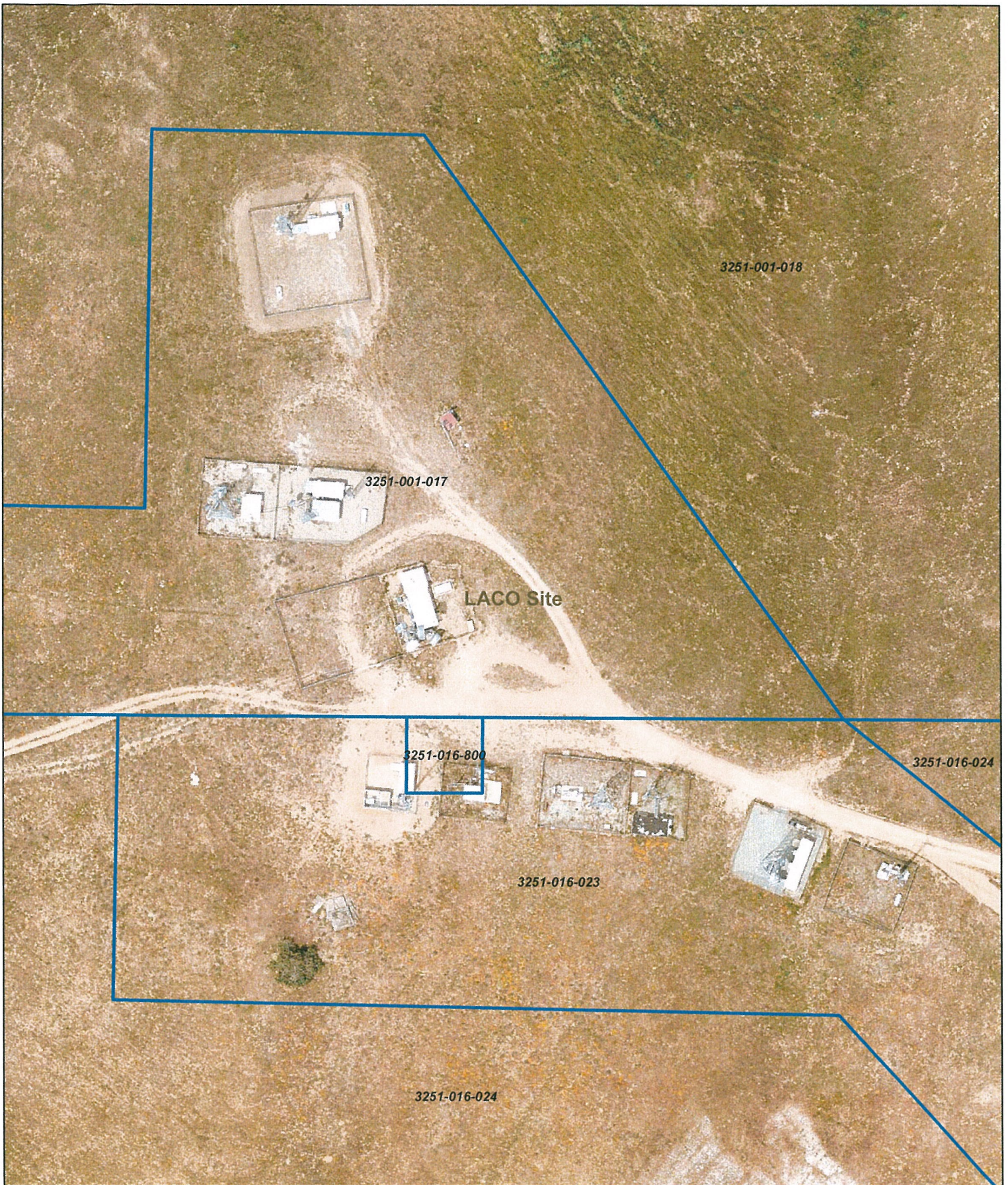


Exhibit A	COUNTY OF LOS ANGELES TEJON PEAK TELECOMM SITE APN: 3251-001-017	DATE 4-8-2014 COUNTY OF LOS ANGELES
Page 2		ELIZA JUNG (213) 974-4189

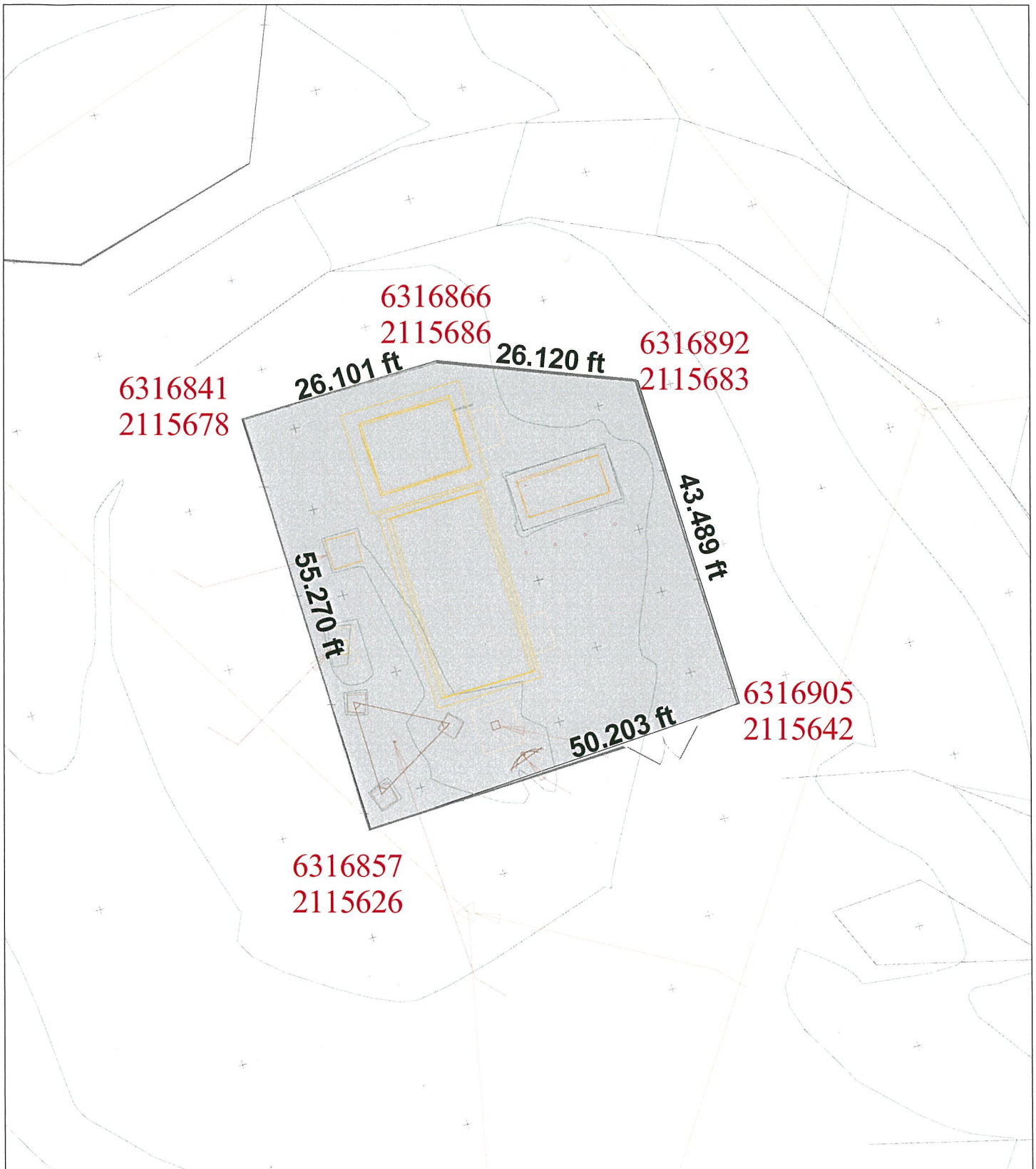
Exhibit A - Page 3

Parcel owned by Ralph's Trust

THAT CERTAIN PARCEL OF LAND THREE HUNDRED (300) FEET BY THREE HUNDRED (300) FEET IN SIZE SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOW:

THAT PORTION OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 18 WEST, S.B.B. & M., IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE UNITED STATES GEODETIC SURVEY TRIANGULATION STATION TEJON, LATITUDE $34^{\circ} 48' 11.607''$, LONGITUDE $118^{\circ} 48' 53.673''$, NORTH AMERICAN DATUM; THENCE NORTH 70.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $84^{\circ} 56' 10''$ WEST 86.24 FEET; THENCE SOUTH $5^{\circ} 03' 50''$ WEST 300.00 FEET; THENCE SOUTH $84^{\circ} 56' 10''$ EAST 300.00 FEET; THENCE NORTH $5^{\circ} 03' 50''$ EAST 300.00 FEET; THENCE NORTH $84^{\circ} 56' 10''$ WEST 213.76 FEET TO THE TRUE POINT OF BEGINNING, AND BEING THE LANDS DESCRIBED IN SAID LEASE AGREEMENT DATED JUNE 8, 1953 FROM JAMES L. RALPHS TO THE COUNTY OF LOS ANGELES.



Tejon Peak Communications Site
Southern California Edison Sublease
(sublease area = 2,606 square feet)
Exhibit "B"

New Sublease
Existing Fence Line

20 0 20 Feet



January 15, 2004
Mark Greninger (213) 974-5735
LA Co Urban Research

USGS Quad Map data from USGS. Parcel Data from LA Co Assessor.

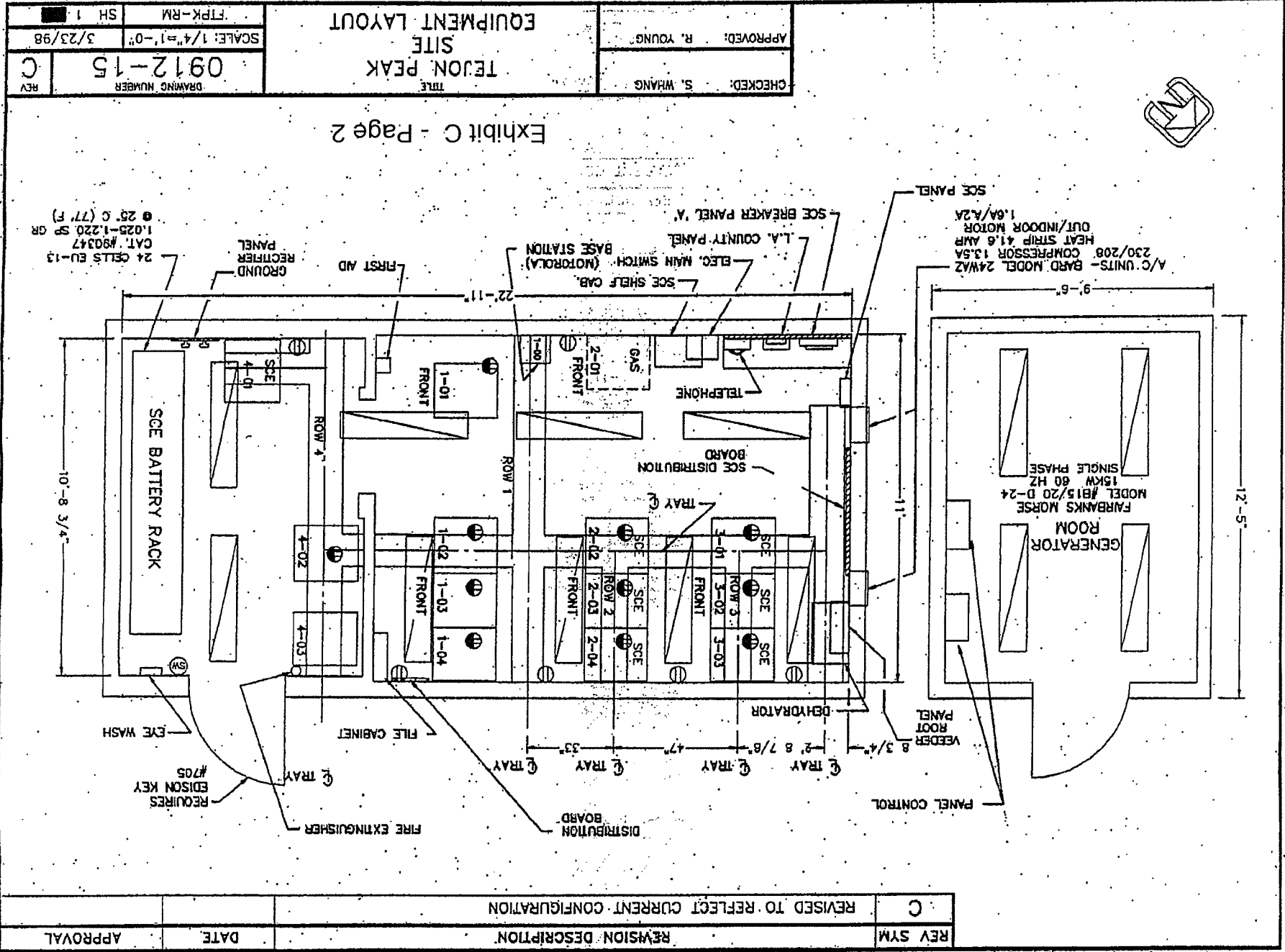


Exhibit C - Page 2

CHECKED: S. WHANG		APPROVED: R. YOUNG	
TEJON PEAK SITE EQUIPMENT LAYOUT			
DRAWING NUMBER 0912-15		SCALE: 1/4"=1'-0"	
REV C		TPK-RM SH 1	

REV SYM	REVISION DESCRIPTION	DATE	APPROVAL
C	REVISED TO REFLECT CURRENT CONFIGURATION		